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GENERAL TERMS: The following terms apply to all lease transactions:

- PRODUCTS. The term "Products" shall refer collectively to all equipment (the "Equipment"), software, and supplies ordered under this your specifications or being used or sold with products not provided by Xerox Agreement. You represent that the Products are being purchased for your own use 7. (rather than resale) and that they will not be used primarily for personal, shall be liable to the other for any direct damages greater than the amount household or family purposes.
- 2. CREDIT HISTORY. As part of this transaction, Xerox may investigate your credit history. Even if Products have been delivered. Xerox may, within 60 days following its acceptance of this Agreement, revoke the Agreement if your credit approval is denied.
- PAYMENT. Payment is due when you receive our invoice. All 3. applicable taxes shall be added to your payment amount (unless you provide proof obligations under this Agreement. Xerox shall remain primarily responsible of your tax-exempt status). These taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes. You are not responsible for paying personal property taxes on the Products.
- BASIC SERVICES. Xerox will provide the following Basic Services under this Agreement (unless you are acquiring Equipment for which Xerox does not offer Basic Services; such equipment to be designated as "No Svc."):
- REPAIRS AND PARTS. Xerox will make adjustments and repairs necessary to keep Equipment in good working order. Parts required for Meter 1. repair may be new, reprocessed, or recovered. All replaced parts/materials will become Xerox' property.
- HOURS AND EXCLUSIONS. Unless otherwise stated, Basic Services will recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. Basic each of your annual contract cycles.) Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox as well as any non-Xerox alterations, relocation, service, supplies, or consumables).
- C. INSTALLATION SITE AND METER READINGS. The equipment in a manner prescribed by Xerox. If you fail to provide timely readings, upgrade will become Xerox' property. Xerox may estimate them and bill you accordingly.
- capabilities. This replacement product shall be subject to these same terms and conditions.
- CARTRIDGE PRODUCTS. If Xerox is providing Basic Services for a 13. ("Cartridges"), and unless you have entered into a Standard Maintenance Agreement as described below, you agree to use only unmodified Cartridges States.
- OPERATOR MAINTENANCE PROCEDURES FOR DOCUCOLOR 70. If to you. Xerox is providing Basic Services for your DocuColor 70, you agree to and supplies).
- PC or workstation, you must utilize a PC or workstation that either (1) has point. been provided by Xerox or (2) meets Xerox' published specifications.
- WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- INTELLECTUAL PROPERTY INDEMNITY. Nerox will defend and indemnify you if any Product is alleged to infringe someone else's U.S. intellectual property rights provided you promptly notify Xerox of the alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for reconditioned; or (c) "Remanufactured", which has been factory produ any non-Xerox litigation expenses or settlements unless it preapproves them in following disassembly to a Xerox predetermined standard and contains both i writing. To avoid infringement. Xerox may modify or substitute an equivalent components and recycled components that are reconditioned. Product, refund the price paid for the Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not

liable for any infringement-related liabilities outside the scope of this parage including but not limited to infringement based upon a Product being modifi

- LIMITATION OF LIABILITY AND ASSIGNMENT. Neither t payable hereunder nor for any special, indirect, incidental, consequenti: punitive damages arising out of or relating to this Agreement, whether the c alleges tortious conduct (including negligence) or any other legal theory. may not assign any of your rights or obligations under this Agreement wi Xerox' prior written consent.
- ASSIGNMENT BY XEROX. In the event Xerox assigns any c their performance; any claim or defense you may have relating to these obliga must be asserted only against Xerox and not its assignee.
- MINIMUM LEASE PAYMENTS. The Minimum Lease Paym along with any additional Print Charges, covers your cost for the use o Equipment and its maintenance. The Minimum Lease Payment (which ma billed on more than one invoice) shall consist of the total of (1) any Base Ci and (2) any Monthly Minimum Number of Prints multiplied by the applic Meter 1 Print Charge(s). For full-color equipment, color copies are counte
- MAINTENANCE COMPONENT PRICE INCREASES. Xerox 10. annually increase that amount of your Minimum Lease Payment and Print Chi you are charged for the maintenance of the Equipment (the "Mainten. be provided during Xerox' standard working hours (excluding Xerox- Component"), each such increase not to exceed 10%. (For state and I government customers, this adjustment shall take place at the commencement
- TITLE, RISK, AND RELOCATION. The title to the Equipment 5 remain with Xerox unless and until you exercise your option to purchase Equipment. The risk of loss due to your fault or negligence, as well as the disappearance, shall pass to you upon installation (except for products design as Customer Installable for which this risk of loss will pass upon shipment fire Xerox-owned facility). The risk of loss due to all other causes shall remain Xerox unless and until you exercise your option to purchase the Equips: installation site must conform to Xerox' published requirements throughout Unless and until title passes to you, all Equipment relocations must be arrar the term of this Agreement. If applicable, you must provide meter readings (or approved in advance) by Xerox. All parts/materials replaced as part o
- 12. RENEWAL. Unless either party provides notice at least 30 c REMEDY. If Xerox is unable to maintain the Equipment as described before the end of the lease term of its intention not to renew the lease, it will above. Xerox will, as your exclusive remedy, replace the Equipment with an renewed automatically on a month-to-month basis at the same price and on identical product or, at Xerox' option, another product of equal or greater same terms and conditions. Billing will occur at the same frequency as original lease. During this renewal period, either side may terminate Agreement upon at least 30 days notice.
- BREACH. If you breach this Agreement, Xerox, in addition to product utilizing cartridges designated by Xerox as customer replaceable other remedies (including the cessation of Basic Services), may require immec payment of (a) all amounts then due: (b) the remaining Minimum Lease Paym in the Agreement's then-current term [less any unearned finance, maintena purchased directly from Xerox or its authorized resellers in the United and supply charges]; (c) 15% of item (b) above as reasonable liquidated dama and (d) the applicable Purchase Option. Once these sums are paid, title shall:
- CARTRIDGES. To enhance print quality, Xerox has designed perform all operator maintenance procedures set forth in the DocuColor 70 cartridge used in certain equipment models to cease functioning a Printer Operator Guide (including the purchase of all referenced parts, tools. predetermined point (details regarding specific models are available upon requ In addition, certain cartridges are sold as Environmental Partnership cartrid PC/WORKSTATION REQUIREMENTS. In order to receive Basic you agree these cartridges shall remain Xerox property and that you will re Services and/or Software Support for equipment requiring connection to a them to Xerox for remanufacturing once you have run them to their cease-func
 - EQUIPMENT STATUS. In support of Xerox' environme: leadership goals, and unless you are acquiring Previously Installed Equipm Equipment will be either (a) "Newly Manufactured", which may contain so recycled components that are reconditioned: (b) "Factory Produced New Moo which is manufactured and newly serialized at a Xerox factory, adds functions features to a product previously disassembled to a Xerox predetermined stand. and contains both new components and recycled components that

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- PURCHASE OPTIONS. You may purchase the Equipment at the end Authorized Resellers. For Visioneer PaperPort Software, however, the numb of the lease term for the Purchase Option indicated in this Agreement (i.e., either a client computers that may utilize the software shall be limited to 25 (unless set dollar amount or the Fair Market Value of the Equipment at the lease term's license additional software seats from Xerox or Visioneer). conclusion ["FMV"]). You may purchase the Equipment at any time during the lease by paying (a) all amounts then due; (b) the remaining Minimum Lease Payments in the Agreement's then-current term [less any unearned finance. maintenance, and supply charges]; (c) 15% of item (b) above as an early purchase charge; and (d) the applicable Purchase Option. When these amounts have been fully paid, title to the Equipment will transfer to you.
- PROTECTION OF XEROX' RIGHTS. Unless and until you purchase Only" Fees): the leased Equipment, you hereby authorize Xerox or its agents to execute on your behalf all documents necessary to protect Xerox' rights as the Equipment Lessor (including the perfection of Xerox' purchase money security interest that shall attach to all Equipment for which the Purchase Option is a set dollar amount).
- MISCELLANEOUS. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under the laws of the State of New York (without regard to conflict-of-law principles). Xerox may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which shall be considered an equivalent to the original; in addition, Xerox may accept this Agreement either by its signature or commencing performance (e.g., Equipment C. delivery). All changes to this Agreement must be made in a writing signed by both parties: accordingly, any terms on your ordering documents shall be of no force or effect. In any action to enforce this Agreement, the parties agree to waive D. their right to a jury trial and to pay the prevailing party's costs and expenses. including reasonable attorneys' tees.

SOFTWARE TERMS: The following additional terms apply only to transactions covering Application Software and/or Xerox-brand Printing System. E. DocuTech. Color. High-Volume and Digital Copier-Duplicator. or Document Centre Products:

- SOFTWARE LICENSE. The following terms apply to copyrighted software and the accompanying documentation, including but not limited to 22, operating system software, provided with or within the Equipment ("Base Equipment and/or diagnose its failures or substandard performance (collecti Software") as well as software specifically set out as "Application Software" on "Diagnostic Software") is embedded in resides on, or may be loaded onto the face of this Agreement. This license does not apply to any Diagnostic Equipment. The Diagnostic Software and method of entry or access t Software nor to any software and accompanying documentation made subject to a constitute valuable trade secrets of Xerox. Title to the Diagnostic Software s
- delivered. For Application Software, Xerox grants you a non-exclusive. to the Base or Application Software and, in particular, may not (1) distribute, reproduction of the Diagnostic Software. modify, create derivatives of, decompile, or reverse engineer this software: GOVERNMENTAL TERMS: The following additional terms apply only to (2) activate any software delivered with or within the Equipment in an state and local government customers: unactivated state; or (3) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property 23. rights in it shall at all times reside solely with Xerox and/or its licensors.
- B. Xerox may terminate your license for any Base Software (1) immediately if you no longer use or possess the Equipment or are a lessor of the Equipment and your first lessee no longer uses or possesses it or (2) upon the termination of any agreement under which you have rented or leased the Equipment.
- If you transfer possession of the Equipment. Xerox will offer the transferee a license to use the Base Software on or with it, subject to Xerox' thenapplicable terms and license fees, if any, and provided the transfer is not in violation of Xerox' rights.
- Xerox warrants that the Base and Application Software will perform in material conformity with its published specifications for a 90-day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted.
- 20. DCS SOFTWARE. If you are acquiring any Application Software under this Agreement designed to work with a Xerox Document Centre System ("DCS"). Xerox grants you a license that in addition to the terms set forth above B. shall allow you to install this software on your networked workstation or server. Once installed, all of your organization's users connected to the workstation or server may utilize this software on any DCS obtained directly from Xerox or its Form# 51860T&C (10/1998)

- SOFTWARE SUPPORT. During the period that Xerox provides I Services for the Equipment. Xerox will also provide software support for the Software under the following terms. For Application Software, Xerox provide this same level of support provided you are current in the payment (Initial License and Annual Renewal Fees (or, for programs not requiring Ar Renewal Fees, the payment of the Initial License Fee and the annual "Sur
- Xerox will assure that Base and Application Software performs in mat conformity with its published specifications and will maintain a toll hotline during standard business hours to answer related questions.
- Xerox may make available new releases of the Base or Application Soft that primarily incorporate coding error fixes and are designated "Maintenance Releases". Maintenance Releases are provided at no ch and must be implemented within six (6) months after being made availto you. Each new Maintenance Release shall be considered Base Application Software governed by the Software License terms.
- Xerox will use reasonable efforts, either directly and/or with its vendor resolve coding errors or provide workarounds or patches, provided you re problems in the manner specified by Xerox.
- Xerox shall not be obligated (a) to support any Base or Application soft that is two or more generations older than Xerox' most current release o. to remedy coding errors if you have modified the Base or Applica Software.
- Xerox may annually adjust the Annual Renewal and Support-Only F each such increase not to exceed 10%. (For state and local-government) customers, this adjustment shall take place at the commencement of eacyour annual contract cycles.)
- DIAGNOSTIC SOFTWARE. Software used to maintain at all times remain solely with Xerox and/or Xerox' licensors. You agree that Xerox grants you a non-exclusive, non-transferable license to use the Base your acquisition of the Equipment does not grant you a license or right to use Software only on or with the Equipment with which (or within which) it was Diagnostic Software in any manner and (2) that unless separately licensed Xerox to do so, you will not use, reproduce, distribute, or disclose the Diagno non-transferable license to use this software on any single unit of equipment. Software for any purpose (or allow third parties to do so). You agree at all til for as long as you are current in the payment of any indicated software (including subsequent to the expiration of this Agreement) to allow Xero: license fees (including any Annual Renewal Fees). You have no other rights access, monitor, and otherwise take steps to prevent unauthorized use

GOVERNMENT CUSTOMER TERMS

- FUNDING. You state that it is your intent to make all payments requi under this Agreement. In the event that (1) through no action initiated by your legislative body does not appropriate funds for the continuation of Agreement for any fiscal year after the first fiscal year and has no funds do so from other sources and (2) you have made a reasonable unsuccessful effort to find a viable assignee within your general organiza: who can continue this Agreement, this Agreement may be terminated. effect this termination, you shall, 30 days prior to the beginning of the fir year for which your legislative body does not appropriate funds, send Xe written notice stating that your legislative body failed to appropriate fu and that you have made the required effort to find an assignee. Your no must be accompanied by payment of all sums then owed Xerox under Agreement and must certify that the canceled Equipment is not be replaced by equipment performing similar functions during the ensuing fix year. In addition, you agree at your expense to return the Equipment in g condition to a location designated by Xerox and that, when returned, Equipment will be free of all liens and encumbrances. You will then released from your obligations to make any further payments to Xerox (w Xerox retaining all sums paid to date).
- TAX TREATMENT. This Agreement has been accepted on the basis Xerox claiming any interest paid by you as exempt from federal income under Section 103(c) of the Internal Revenue Code of 1986. Should Xe lose the benefit of this exemption as a result of your failure to comply w

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- or be covered by Section 103(c) or its regulations, then, subject to the Agreement; as a result, your initial payment(s) shall be different from t availability of funds and upon demand by Xerox, you shall pay Xerox an payable during the balance of this Agreement. amount equal to its loss in this regard.
- C. ASSIGNMENT. Notwithstanding any provisions in this Agreement to the Maintenance Component of your Minimum Lease Payment and Print Charges contrary, Xerox may not seil. assign or transfer this Agreement, and any attempted sale, assignment or transfer shall be void and without effect.
- PAYMENT. Your payment is due within 30 days of our invoice date.

ADDITIONAL TERMS: The following additional terms apply only to the extent that you have agreed to one or more of the options described below:

- SUPPLIES INCLUDED IN BASE/PRINT CHARGES. If this option has been selected. Xerox will provide you with black toner, black developer, copy cartridges, and fuser ("Consumable Supplies") throughout the term of this Agreement. For full-color Equipment, Consumable Supplies shall also include color toner and developer. You agree that the Consumable Supplies are Xerox' property until used by you, that you will use them only with the Equipment, that you will return all Cartridges to Xerox for remanufacturing once they have been B. run to their cease-function point, and that you will return any unused Consumable Supplies to Xerox at the end of this Agreement. Should your use of Consumable Supplies exceed the typical use pattern (as determined by Xerox) for these items by more than 10%, you agree that Xerox shall have the right to charge you for any such excess usage.
- REPLACEMENT/MODIFICATION OF PRIOR XEROX AGREEMENT. If this option has been selected, this Agreement will replace or modify a prior agreement between you and Xerox covering the specified equipment. If it is a replacement agreement, the prior agreement shall be null and void. If it is a modification, the prior agreement shall remain in effect except that any new terms presented in this modification agreement (e.g., price, duration, configuration) shall take precedence over the prior terms for the balance of the Agreement.
- XEROX AS FINANCIAL INTERMEDIARY. If this option has been selected, you are leasing specifically identified products that were selected by you and that are not sold by Xerox in the normal course of its business. With regard to these products, you agree that Xerox is leasing them to you "As Is" and without warranty or liability (either direct or indirect) of any kind. As such, and with 35. regard to these products. YOU HEREBY WAIVE THE IMPLIED WARRANTY Charges will be billed on a per-foot basis, with each linear foot equal to one pr OF MERCHANTABILITY. Xerox assigns to you, to the extent assignable, any 36. warranty rights it has to these products (which rights shall revert to Xerox if you Xerox will provide Basic Services during the hours indicated, with the breach this agreement). You agree (a) that these products are not covered by number establishing the number of eight-hour shifts covered and the sec Xerox' obligation to provide Basic Services; (b) to maintain a service agreement establishing the days of the week (e.g., 2 x 6 would provide service from for these products with a service provider acceptable to Xerox throughout this A.M. to 11:59 P.M.. Monday through Saturday). The cost of this enhance Agreement's term: (c) to pay all personal property taxes related to these products: service coverage will be billed separately and, as such, is not included in y and (d) to assign to Xerox any rights you have to these products until title passes Minimum Lease Payment or Print Charges. from Xerox to you (which, subject to any software licenses surrounding the acquisition of these products, shall occur when you obtain title to all Xerox Equipment covered by this Agreement).
- FINANCED SOFTWARE TOTAL. If this option has been selected. the initial license fees for any Application Software set forth in this Agreement the Equipment you are acquiring under this Agreement is replacing shall be paid for through your Minimum Lease Payments. If you breach this Competitive Equipment and that your agreement with its Lessor allows you license or any of your obligations regarding the Equipment, the full amount of the return the Competitive Equipment at this time. initial license fees shall be immediately due and payable.
- cost of any supplies you have purchased under this Agreement shall be paid for provided to you. These addenda, which provide additional terms relevant to through your Minimum Lease Payments. If you breach any of your obligations transactions covered hereunder, are hereby fully integrated into this Agreement regarding the Equipment, the full amount of the supply costs shall become immediately due and payable.
- 29. selected, the balance of your prior indicated agreement with Xerox or a third-party Negotiated Contract, the terms of the Negotiated Contract shall prevail. shall be paid for through your Minimum Lease Payments. If your prior agreement is with a third-party, you hereby acknowledge that you have the right to terminate the agreement and agree to provide a statement from the third-party identifying the equipment at issue and the amount to be paid off (as well as a statement from you identifying the payee and mailing address for your payoff check). If your prior agreement was with Xerox, the use of this retinance option shall render your prior agreement null and void. If you breach this Agreement, the full amount of your prior agreement balance shall be immediately due and payable.
- ADJUSTMENT PERIOD. If this option has been selected, your Minimum Lease Payment and/or Print Charges shall be adjusted in accordance with the information contained in the Adjustment Period portion of this

- K-16 BILLING SUSPENSION. If this option has been selected. be suspended each year during the months indicated. During these months. agree not to use the Equipment and that Xerox shall not be responsible providing Basic Services on it.
- TRADE-IN EQUIPMENT. If this option has been selected, you providing equipment to Xerox as part of this Agreement ("Trade-In Equipme and the following shall apply:
- TITLE TRANSFER. You warrant that you have the right to transfer tit the Trade-In Equipment and that it has been installed and performinintended function for the previous year at the address where the replace: equipment is to be installed. Title and risk of loss to the Trade-In Equip shall pass to Xerox when Xerox removes it from your premises.
- CONDITION. You warrant that the Trade-In Equipment is in good wor order, has not been modified from its original configuration (other tha Xerox), and has a UL label attached. You agree to maintain the Trac Equipment at its present site and in substantially its present condition : removed by Xerox.
- ACCRUED CHARGES. You agree to pay all accrued charges for Trade-In Equipment up to and including payment of the Final Prince Payment Number and to pay all maintenance, administrative, supply finance charges for this equipment through the date title passes to Xerox.
- RUN LENGTH PLAN. If this option has been selected, the first prints of each original (per run) are recorded and billed on both meters witi subsequent prints recorded and billed on Meter A only. (Note that if a 5090 fa product covered by this plan has its document handler left open, all affected co will be recorded and billed on both meters.)
- FIXED PRICE PLAN. If this option has been selected. Xerox forego its right to increase the Maintenance Component throughout the initial: of this Agreement.
- PER-FOOT PRICING. If this option has been selected, all P
- EXTENDED SERVICE HOURS. If this option has been selec
- COMPETITIVE REPLACEMENT PROGRAM. If this option been selected. Xerox will provide you with the discount indicated in exchange your agreement to return a unit of non-Xerox equipment you are currently lear (the "Competitive Equipment") to its Lessor. In doing so, you acknowledge
- ATTACHED ADDENDA. If this option has been selected, FINANCED SUPPLIES TOTAL. If this option has been selected, the acknowledge that one or more specified addenda (as indicated) have be
- NEGOTIATED CONTRACT. If this option has been selected, Agreement is subject to the terms contained in the identified Negotiated Contr REFINANCE OF PRIOR AGREEMENT. If this option has been If the terms contained in this Agreement conflict with those contained in